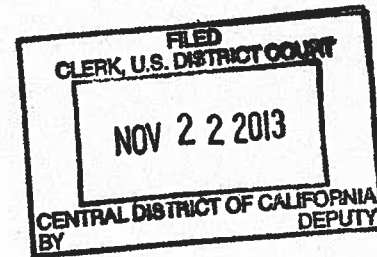


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Attorneys for Plaintiffs,  
Wise Unicorn



**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

WISE UNICORN IND., LTD., a Hong  
Kong limited liability company; WISE  
UNICORN CRAFTS & GIFTS (HUI  
YANG) IND., LTD., a Chinese limited  
liability company; and UNICORN  
STUDIO INC., a California corporation;

Plaintiffs,

vs.

G C & S CO. (TRANSPACIFIC INC.)  
d/b/a PACIFIC TRADING, an Oklahoma  
corporation; YTC SUMMIT  
INTERNATIONAL, INC., a California  
corporation; TONY CHEN, an individual;  
RAYMOND CHIU, an individual;  
STEVEN CHEN, an individual; and DOES  
1-f.0.

Defendants.

Case No.:

**CV 13-8646**

*RSWL (PMU)*

**COMPLAINT FOR:  
COPYRIGHT INFRINGEMENT;  
TRADEMARK AND TRADE DRESS  
INFRINGEMENT; UNFAIR  
COMPETITION; FALSE  
ADVERTISING; FALSE  
DESIGNATION OF ORIGIN; AND  
STATUTORY UNFAIR  
COMPETITION**

**DEMAND FOR JURY TRIAL**

Plaintiffs Wise Unicorn Ind., Ltd.; Wise Unicorn Crafts & Gifts (Hui Yang) Ind.,  
Ltd.; and Unicorn Studio Inc. (collectively "Plaintiffs" or "Wise Unicorn"), as for their  
Complaint herein against Defendants G C & S Co. (Transpacific Inc.) d/b/a Pacific  
Trading ("Pacific Trading"); YTC Summit International Inc. ("YTC"); Tony Chen;

1 Raymond Chiu; Steven Chen; and Does 1-20 (collectively "Defendants"), state and allege  
2 the following:

3 **INTRODUCTION**

4 1. This is an action for copyright infringement, trademark and trade dress  
5 infringement, and unfair competition and false advertising arising from Defendants'  
6 marketing, distribution, offering for sale, and sales of products that directly infringe  
7 Plaintiff's intellectual property rights and contribute to other infringement. Plaintiffs  
8 seeks injunctive relief and damages.

9 **THE PARTIES**

10 2. Plaintiff Unicorn Studio Inc. is a California corporation and has a principal  
11 office at 13955 Live Oak Avenue, Irwindale, California 91706.

12 3. Plaintiff Wise Unicorn Industrial, Ltd. is a limited liability company  
13 organized under the laws of Hong Kong, with a principal place of business at Room  
14 1706-7, 17/F, 113 Argyle Street, Mongkok Kowloon, Hong Kong.

15 4. Plaintiff Wise Unicorn Crafts & Gifts (Hui Yang) Ind., Ltd., is a limited  
16 liability company organized under the laws of China.

17 5. Collectively, Plaintiffs are referred to as "Plaintiffs" or "Wise Unicorn."  
18 Wise Unicorn is in the business of designing, crafting, and selling collectible figurines  
19 and other original works of art.

20 6. Defendant G C & S. Co. (Transpacific Inc.), d/b/a Pacific Trading ("Pacific  
21 Trading") is an Oklahoma corporation and has a principal office at 1200 S. Fretz Avenue,  
22 Edmond, Oklahoma 73003. Pacific Trading is in the business of importing giftware,  
23 collectibles, and home décor accessories.

24 7. Defendant YTC Summit International, Inc. ("YTC") is a California  
25 corporation and has its principal place of business at 12037 Clark Street, Arcadia, CA  
26 91006. YTC is in the business of selling giftware, collectibles, and home décor  
27 accessories.  
28

1           8.     Plaintiffs are informed and believe, and on this basis allege, that Defendant  
2 Tony Chen is an individual owner and operator of Pacific Trading, and directly  
3 responsible for the conduct of Pacific Trading as alleged herein.

4           9.     Plaintiffs are informed and believe, and on this basis allege, that Defendant  
5 Raymond Chiu is an individual owner and operator of Pacific Trading, and directly  
6 responsible for the conduct of Pacific Trading as alleged herein.

7           10.    Plaintiffs are informed and believe and on this basis allege that Defendant  
8 Steven Chen is an individual owner and operator of YTC, and directly responsible for the  
9 conduct of YTC as alleged herein.

10          11.    Each of the Defendants named herein as Does 1 through 20 is a natural  
11 person or business entity whose true name and form of organization is currently unknown  
12 to Plaintiffs and whom Plaintiffs therefore sue by such fictitious name. Plaintiffs are  
13 informed and believe, and on this basis allege, that each of the Defendants is an owner,  
14 operator, or is otherwise personally and directly responsible for the operation of the  
15 businesses identified in the preceding paragraphs or is responsible for the duplication or  
16 distribution of unauthorized copies of Plaintiffs' copyrighted works. Plaintiffs will  
17 amend this Complaint to allege the true names and capacities of these Doe Defendants  
18 when the same has been ascertained.

19          12.    Plaintiffs are informed and believe and based thereon allege that there is a  
20 unity of interest among the Defendants and the Defendants have acted collectively with  
21 one another in doing all of the acts alleged herein.

22                                   **JURISDICTION AND VENUE**

23          13.    This Court has subject matter jurisdiction over this action , pursuant to 28  
24 U.S.C. §§ 1331, 1338 – as there are questions that need to be resolved under federal  
25 copyright laws, trademark laws, and unfair competition laws --and under principles of  
26 supplemental jurisdiction pursuant to 28 U.S.C. § 1367.



1        14. This Court has personal jurisdiction over Defendants, who conduct  
2 substantial business in California.

3        15. Venue is proper in this district under 28 U.S.C. § 1391 and 1400(a).

4                                    **FACTUAL BACKGROUND**

5                                    **PLAINTIFF'S GOODS AND INTELLECTUAL PROPERTY.**

6        16. Plaintiffs design and manufacture original works of visual art, primarily 3D  
7 sculptures and statues crafted in high quality polyresin, cold cast bronze, pewter,  
8 porcelain, and other materials which are sold as gift and collectible items (singularly and  
9 collectively referred to as "Wise Unicorn Work" and "Wise Unicorn Works,"  
10 respectively). The Wise Unicorn Works are listed on Exhibit A attached hereto, and are  
11 the subject of this action.

12        17. At all times relevant hereto, Plaintiffs have been and still are holders of the  
13 exclusive rights under the U.S. Copyright Act of 1976 (17 U.S.C. §§ 101 *et seq.*, and all  
14 amendments thereto) (the "Copyright Act") in the Wise Unicorn Works, including the  
15 rights and privileges to reproduce and distribute, or license the reproduction and  
16 distribution of, the Wise Unicorn Works throughout the United States.

17        18. Each Wise Unicorn Work is original, copyrightable subject matter under the  
18 Copyright Act.

19        19. Plaintiffs have obtained copyright registrations from the Copyright Office,  
20 or have applied to register copyrights with the Copyright Office, for each Wise Unicorn  
21 Work.

22        20. All of the Wise Unicorn Works have always contained proper copyright  
23 notice since the first date of publication, a fact of which Defendants were aware when  
24 they first entered into a business relationship with Wise Unicorn.

25        21. The Wise Unicorn Works are widely available for sale to the public through  
26 wholesale and retail sellers in the United States and internationally. The Wise Unicorn  
27 Works are broadly and easily accessible through their display at United States and  
28

1 international trade shows, advertisements, features in trade magazines, and display on  
2 websites.

3       **A. DEFENDANTS' ACCESS TO AND INFRINGEMENT OF**  
4       **PLAINTIFFS' WISE UNICORN WORKS.**

5       22. Defendants Pacific Trading and its affiliate YTC Summit International, Inc.  
6 (“YTC”) have been distributors of Wise Unicorn Products in the United States for over a  
7 decade.

8       23. By virtue of their business relationship, Defendants Pacific Trading and  
9 YTC have had extensive access to Wise Unicorn product catalogs featuring the Wise  
10 Unicorn Works and Wise Unicorn Product Images (discussed below), as well as access to  
11 samples and drawings of the Wise Unicorn Works.

12       24. At no time have Plaintiffs authorized any Defendant, by license or  
13 otherwise, to copy or reproduce any of the Wise Unicorn Works.

14       25. Defendants have distributed unauthorized copies of the Wise Unicorn  
15 Works, to which Plaintiffs are the owners of exclusive rights under the respective  
16 copyrights, including, but not limited to, the works listed on Exhibit A attached hereto.

17       26. Defendants have offered for sale and sold unauthorized copies of numerous  
18 works to which Plaintiffs are owners of exclusive rights under the respective copyrights,  
19 including, but not limited to, the works listed on Exhibit A attached hereto.

20       27. Defendants have infringed Plaintiffs' exclusive intellectual property rights in  
21 the Wise Unicorn Works by copying, reproducing, and duplicating these Works and by  
22 distributing, advertising, selling and offering for sale unlawfully reproduced sculptures  
23 and other items embodying the intellectual property of the Wise Unicorn Works.

24       28. Each infringing duplication, sale, or rental, as well as the threat of  
25 continuing the same, constitutes a separate claim against Defendants under the Copyright  
26 Act.

1           29. Plaintiffs have sustained, and will continue to sustain, substantial damage to  
2 the value of the Wise Unicorn Works in that Defendants' activities have diminished and  
3 will continue to diminish the revenue that Plaintiffs' would otherwise receive.

4           30. In addition, Defendants have realized unjust and unlawful profits from their  
5 unauthorized and illegal copying of the Wise Unicorn Works and unauthorized  
6 reproduction and distribution of the same.

7           31. Defendants have continued to knowingly infringe the Plaintiffs' intellectual  
8 property rights, and unless temporarily, preliminarily and permanently enjoined by an  
9 order of this court, will continue to infringe Plaintiffs' intellectual property, causing  
10 Plaintiffs' irreparable injury. As a result of Defendants' multiple acts of infringement,  
11 Plaintiffs are without an adequate remedy at law because damages are difficult to  
12 ascertain, and unless injunctive relief is granted, Plaintiffs will be required to pursue a  
13 multiplicity of actions.

14           **B. DISCOVERY OF DEFENDANTS' COUNTERFEIT SCHEME**  
15           **WITH SIXTH INDUSTRIAL CO., LTD.**

16           32. In 2010, Plaintiffs began to receive complaints from their United States  
17 customers regarding changes in Plaintiffs' works, product designs, and manufacturing  
18 quality of its products.

19           33. Upon further investigations into these complaints, Plaintiffs learned in late  
20 2010 that at least three of Plaintiffs' sales employees were secretly and illegally  
21 operating, SixSixth Industrial Co., Ltd. ("SixSixth"), a manufacturing facility that  
22 produced counterfeit Wise Unicorn designs.

23           34. On information and belief, Defendants Pacific Trading and YTC facilitated  
24 the illegal counterfeiting scheme with SixSixth by commissioning the production of no  
25 less than 14,144 units of SixSixth Copies, importing the Infringing Goods to the United  
26 States, and offering for sale and selling the SixSixth Copies in the United States.



1           35. On or about November 24, 2010, the local Chinese police raided SixSixth's  
2 manufacturing facility and confiscated documents, moulds and samples belonging to  
3 Plaintiffs that evidenced that the SixSixth facility had been producing counterfeit Wise  
4 Unicorn products.

5           36. The confiscated evidence showed that Pacific Trading and YTC were active  
6 members in this counterfeit operation with SixSixth.

7           37. Among the evidence confiscated were documents, masters, molds, and  
8 samples showing that Pacific Trading and YTC had, among other things:

- 9           a. Provided SixSixth with samples of Plaintiffs' copyrighted designs for  
10 replication without Plaintiffs' authorization;
- 11           b. Purchased unauthorized, counterfeit products (the "SixSixth Copies")  
12 from SixSixth; and
- 13           c. Sold the SixSixth Copies as authentic Wise Unicorn products to  
14 Pacific Trading and YTC's clients.

15           38. Although Defendants represented to the Industrial and Commerce Bureau of  
16 the People's Republic of China that the Wise Unicorn samples confiscated from SixSixth  
17 were provided by Defendants "as reference only and not intended for any replication or  
18 other use," ample evidence was discovered to the contrary.

19           39. For example, on or about November 11, 2010, YTC shipped eight samples  
20 of Plaintiffs' original Works to SixSixth to be replicated.

21           40. An October 4, 2010 sales confirmation slip confirms YTC's order of  
22 counterfeit Wise Unicorn statutes and a SixSixth production planning worksheet. These  
23 documents evidence YTC's commission of ten different Wise Unicorn designs totaling  
24 approximately 5,340 units, including at least 360 counterfeit copies of Wise Unicorn's  
25 Work, "Love Never Dies" (YTC No. 4715/Wise Unicorn No. WU67013AA), which is  
26 registered with the U.S. Copyright Office, as indicated on Exhibit A, attached hereto.

1           41. The value of counterfeit products commissioned by YTC in this October 4,  
2 2010 purchase order totals at least \$72,130.00, as indicated on Exhibit B, attached hereto.

3           42. As evidenced by planning worksheets, Pacific Trading commissioned from  
4 SixSixth approximately 14,144 counterfeit copies of 49 different Wise Unicorn Works, as  
5 indicated on Exhibit B, attached hereto.

6           43. The planning worksheets evidence that in this purchase order, Pacific  
7 Trading ordered counterfeit copies of the numerous Wise Unicorn Works, which are  
8 registered with the U.S. Copyright Office, including, but not limited to:

9           a. "E.T. Skull": Pacific Trading commissioned at least 240 counterfeit  
10 copies from SixSixth (Pacific Trading No. 4910/Wise Unicorn No.  
11 WU67350AA) of Wise Unicorn's Work, "E.T. Skull," which is registered  
12 with the U.S. Copyright Office.

13           b. "Fortuna": Pacific Trading commissioned at least 180 counterfeit  
14 copies from SixSixth (Pacific Trading No. 7327/Wise Unicorn No.  
15 WU71833AA) of Wise Unicorn's Work, "Fortuna," which is registered with  
16 the U.S. Copyright Office.

17           c. "Egyptian-Bastet-Wearing-W/Earring (Black Base)": Pacific Trading  
18 commissioned at least 360 counterfeit copies from SixSixth (Pacific Trading  
19 No. 5069/Wise Unicorn No. WU67896AA) of Wise Unicorn's Work,  
20 "Egyptian-Bastet-Wearing-W/Earring (Black Base)," which is registered  
21 with the U.S. Copyright Office.

22           d. "La Justicia Holding Scales:" Pacific Trading commissioned at least  
23 120 copies from SixSixth (Pacific Trading No. 7099/Wise Unicorn No.  
24 WU72919V4) of Wise Unicorn's Work, "La Justicia Holding Scales," which  
25 is registered with the U.S. Copyright Office, as identified on Exhibit A.

26           e. "Centurian on Two-Horse Chariot": Pacific Trading commissioned at  
27 least 240 counterfeit copies from SixSixth (Pacific Trading No. 7110, Wise  
28



1 Unicorn No. WU72011A4) of Wise Unicorn's Work, "Centurian on Two-  
2 Horse Chariot," which is registered with the U.S. Copyright Office.

3 44. The value of these orders to SixSixth of unauthorized copies of Wise  
4 Unicorn Works totals at least \$165,948.00, as indicated on Exhibit B, attached hereto.

5 **C. ADDITIONAL INFRINGEMENT OF WISE UNICORN WORKS**

6 45. On information and belief, Plaintiffs believe that Defendants have worked  
7 with other factories in China and elsewhere to commission unauthorized copies ("Other  
8 Infringing Goods") of Wise Unicorn Works by providing the factories with samples of  
9 the Wise Unicorn Works and instructions to fabricate molds from which to make copies.  
10 A list of these Other Infringing Goods is attached hereto as Exhibit C.

11 46. In copying the Wise Unicorn Works without authorization, Defendants have  
12 sought to avoid bearing the cost of research and design of such sculptural works and to  
13 misappropriate the skill, expenditures, and labor of the Plaintiffs.

14 47. These Other Infringing Goods are either exact copies or so substantially  
15 similar to Wise Unicorn Works so as to be only the result of copying of the Wise Unicorn  
16 Works.

17 **D. UNAUTHORIZED USE OF PLAINTIFFS' WISE UNICORN**  
18 **PRODUCT IMAGES**

19 48. Plaintiffs sell the Wise Unicorn Works in commerce together with  
20 marketing materials, product images, catalogues, and packaging using the distinctive  
21 Wise Unicorn trademarks and trade dress ("Wise Unicorn Products").

22 49. Plaintiffs' product images, include, but are not limited to, photographs,  
23 drawings, and illustrations of Wise Unicorn Works, and are original works of visual art  
24 authored by Plaintiffs ("Wise Unicorn Product Images").

25 50. Plaintiffs' Wise Unicorn Product Images are independently protected works  
26 under U.S. Copyright law. These Product Images are original works that are fixed in  
27  
28

1 tangible media of expression, which qualify as copyrightable subject matter under the  
2 U.S. Copyright Act, 17 U.S.C. § 101, *et seq.*

3 51. At all relevant times, Plaintiffs have been the sole owner and proprietor of  
4 all rights, title, and interest in and to the copyrights in the Wise Unicorn Product Images  
5 and such copyrights are valid and in full force and effect.

6 52. Defendants Pacific Trading and YTC have used, and continue to use,  
7 without authorization, Plaintiffs' Wise Unicorn Product Images to sell the Infringing  
8 Goods.

9 **E. TRADEMARK AND TRADE DRESS INFRINGEMENT**

10 53. Plaintiff Unicorn Studio Inc. is the owner of U.S. Trademark Registration  
11 No. 3592183 for the UNICORN STUDIO mark (U.S.P.T.O. Registration Certificate  
12 attached hereto as Exhibit D.

13 54. Plaintiff Unicorn Studio Inc. is the owner of U.S. Trademark Registration  
14 No. 4385380 for the VERONESE DESIGN mark (U.S.P.T.O. Registration Certificate  
15 attached hereto as Exhibit E.

16 55. Plaintiff Unicorn Studio Inc. is the owner of U.S. Trademark Application  
17 Serial No. 85946593 for the VERONESE mark (U.S.P.T.O. Application is attached  
18 hereto as Exhibit F.

19 56. Plaintiffs sell their products to consumers in distinctive packaging that  
20 utilizes a consistent color palette in black and white, as well as consistent use of fonts  
21 that coordinate with Plaintiffs UNICORN STUDIO, VERONESE DESIGN, and  
22 VERONESE marks.

23 57. On information and belief, Defendants have sold counterfeit copies of  
24 Plaintiffs' products using unauthorized copies of Plaintiffs' trademarks and trade dress to  
25 pass off counterfeit versions of Plaintiffs' products as their own.

26 58. In one instance, Plaintiffs discovered in October 2012 that Defendant YTC  
27 was selling an unauthorized, counterfeit copy of the Wise Unicorn Work "Dragon Skull"  
28

(which is registered with the U.S. Copyright Office, as identified on Exhibit A) through a retailer, Knights Edge. Not only was the product an unauthorized direct copy of the Wise Unicorn Work, it was even packaged in a box featuring Wise Unicorn's VERONESE DESIGN trademark and substantially similar to Wise Unicorn's trade dress. Additionally, Defendant YTC had added a copyright notice to the counterfeit product that read "2009@ SUMMIT" in an attempt to pass off the unauthorized copy of Plaintiffs' Work as its own.

**F. ATTEMPTS TO NEGOTIATE AND ONGOING**  
**WILLFUL INFRINGEMENT**

59. Plaintiffs first sent cease and desist letters to Defendants Pacific Trading and YTC on March 4, 2011, which led to a series of negotiations and settlement attempts.

60. Despite repeated assurances by Defendants Pacific Trading and YTC that they would refrain from further infringement, Plaintiffs has repeatedly discovered that Pacific Trading and YTC continue to willfully infringe Plaintiffs' copyright and trademark/trade dress rights, and will continue to do so unless restrained by an order of this Court.

**COUNT I**

**Copyright Infringement**

61. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 60 above.

62. Defendants sell figurines, home décor, and collectibles that are substantially similar to, and in many cases exact copies of, Wise Unicorns Works.

63. The similarities between the SixSixth Copies and Other Infringing Goods and Wise Unicorn's Works are so great that they could only be the result of copying.

64. Furthermore, Plaintiffs have evidence, and upon a reasonable opportunity for discovery and further investigation are likely to discover additional evidence, of Defendants' direct copying of Wise Unicorn Works.



65. At no time have Plaintiffs authorized Defendants to create, commission, market, promote, display, offer for sale, or sell the SixSixth Copies or the Other Infringing Goods.

66. Not only have Defendants unlawfully copied Plaintiffs' Wise Unicorn Works, Defendants have passed off the Wise Unicorns Works as their own by using false claims of copyright and trademark registration on their websites and their sales and marketing materials and media.

67. As a result of the ongoing willful and knowing infringement of Wise Unicorns' Works, in violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106, Plaintiffs have suffered and will continue to suffer irreparable harm and injury, including, but not limited to, loss of competitive advantage, loss of business reputation, loss of sales and profits, and economic damage in an amount to be proven at trial.

68. In the alternative, at the election of Plaintiffs, Plaintiffs are entitled to recover from Defendants statutory damages up to \$150,000.00 for Defendants' willful copyright infringement, plus attorney's fees for acts of infringement that commenced after the effective dates of the respective copyright registrations.

## **COUNT II**

### **Trademark and Trade Dress Infringement**

69. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 68.

70. Plaintiffs' Wise Unicorn Products incorporate distinctive trademarks and trade dress that indicate the source of the Products, including the distinctive design, stylistic elements, overall look and feel of the Products and marketing materials. These elements present an overall visual image that identifies the origin of Wise Unicorn Products to consumers.

71. Plaintiff Unicorn Studio Inc. is the owner of U.S. Trademark Registration No. 3592183 for the UNICORN STUDIO mark.

72. Plaintiff Unicorn Studio Inc. is the owner of U.S. Trademark Registration No. 4385380 for the VERONESE DESIGN mark.

73. Plaintiff Unicorn Studio In. is the owner of U.S. Trademark Application Serial No. 85946593 for the VERONESE mark.

74. Defendants have infringed Plaintiffs' trademarks and trade dress by copying, and using in commerce in connection with the sale, offering for sale, distribution, or advertising of Defendants' goods and product, the distinctive look and feel of the Wise Unicorn Products in such a way that is likely to cause, and has caused, confusion to consumers as to the source of the similar goods.

75. Defendants' acts constitute willful and knowing infringement of Plaintiffs' trademarks and trade dress in violation of Sections 32 (15 U.S.C. 114) and 43(a) (15 U.S.C. 1125(a)).

76. Plaintiffs' business, reputation, and goodwill have been irreparably damaged by Defendants' infringement of Plaintiffs' trademarks and trade dress.

### **COUNT III**

#### **Common Law Unfair Competition**

77. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 76 above.

78. Defendants' conduct constitutes unfair competition in violation of Plaintiffs' rights.

79. Defendants knew, or should have known, that the acquisition, marketing, promotion, offering for sale, and placing upon the market of the SixSixth Copies and Other Infringing Goods, which are direct copies of, or largely copied from, Plaintiffs' Wise Unicorn Products, would harm Plaintiffs.

80. Defendants' actions were taken in willful, deliberate, and/or intentional disregard of Plaintiffs' rights.





1 88. Plaintiffs are entitled to recover damages and Defendants' profits as a result  
2 of Defendants' unfair competition and false designation of origin.

3 **COUNT VI**

4 **California Unfair Business Practices and False Advertising**  
5 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

6 89. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through  
7 88 above.

8 90. Defendants have engaged in unlawful, unfair or fraudulent business acts and  
9 practices as prohibited by California Business and Professions Code Section 17200, *et*  
10 *seq.*

11 91. Defendants have engaged in unfair, untrue and misleading advertising and  
12 acts as prohibited by California Business and Professions Code Section 17500, *et seq.*

13 92. Plaintiffs have suffered injury in fact and have lost money or property as a  
14 result of the unfair competition.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs request the following relief:

17 1. For a preliminary and permanent injunction enjoining Defendants and all  
18 persons acting in concert with it from manufacturing, reproducing, distributing, adapting,  
19 displaying, advertising, promoting, offering for sale, and/or selling any unauthorized  
20 copies or materials that are substantially similar to Plaintiffs' Wise Unicorn Products and  
21 Works, and to deliver to Plaintiffs for destruction or other disposition all such  
22 unauthorized copies or materials and means for producing same in Defendants'  
23 possession or control;

24 2. For an accounting from Defendants of all profits obtained from the  
25 unlawful commissioning, importing, or sales of the SixSixth Copies and Other  
26 Infringing Goods;  
27  
28

1           3.     For an award of actual damages suffered by Plaintiffs, Plaintiffs' lost  
2 profits, and Defendants' profits, according to proof; or statutory damages, in an  
3 amount to be determined at trial, plus interest;

4           4.     For an order pursuant 17 U.S.C. § 503 requiring Defendants to deliver  
5 upon oath, to be impounded during the pendency of this action, all sculptures, molds,  
6 images, and or other articles which may have been used to infringe any of Plaintiffs'  
7 copyrights or exclusive rights under copyright, as well as all copies in violation of  
8 Plaintiffs' exclusive rights under copyright, and that at the conclusion of this action,  
9 the Court shall order all such material so held to be destroyed or reasonably disposed  
10 of, whichever shall seem to the Court to be the most just and proper;

11           5.     The Defendants, during the pendency if this action and permanently  
12 thereafter, be enjoined from false advertising and false designation of origin regarding  
13 any items offered for sale by Defendants;

14           6.     For recovery of Defendants' profits and Plaintiffs' damages attributable  
15 to Defendants' false advertising and false designation of origin;

16           7.     For compensatory and punitive damages as allowed by law;

17           8.     For Plaintiffs' reasonable attorney fees, costs, and disbursements as  
18 permitted by statute and law; and

19           9.     For such other and further relief as the Court deems just and equitable.

20 ///

21 ///

22 ///

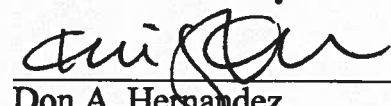
**DEMAND A JURY TRIAL**

Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Dated: November 22, 2013

GONZALEZ SAGGIO & HARLAN, LLP













Bv:














  
Don A. Hernandez,  
Kristin L. Petersen  
Attorneys for Plaintiffs,  
Wise Unicorn















**EXHIBIT A**

**Exhibit A**













	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PA1	WU66952AA	SKULL MONEY BANK	VA 1-008-699		1997
PA2	WU67013AA	LOVE NEVER DIES	VA1-939-315		1997
PA3	WU67350AA	ET. SKULL	VA 1-008-711		1998
PA4	WU67787AA	9" GARGOYLE SERIES-HEAD ON JAW	1-1011812044		1999
PA5	WU67896A4	EGYPTIAN-BASTET- W/EARING	VA1-063-381		1999
PA6	WU67896AA	EGYPTIAN-BASTET- W/EARING	VA1-063-381		1999
PA7	WU67897AA	EGYPTIAN-BASTET-W/O EARING	VA1-063-383		1999
PA8	WU68125AA	EGYPTIAN-BASTET	1-1011812113		2000
PA9	WU68129AA	EGYPTIAN-IBIS-HEADED THOTH	1-1011812136		2000
PA10	WU68178AA	SKULL LOVE NEVER DIES -W/ FLOWER (H13CM)	VAu1-059-185		2000
PA11	WU68179AA	SKULL LOVE NEVER DIES- DANCING (H16.8CM)	VAu1-059-176		2000
PA12	WU68565AA	40CM EGYPTIAN ISIS	1-1006176791		2000

	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PA13	WU68569AA	EGYPTIAN OSIRIS (H:39.5CM)	1-1006176814		2000
PA14	WU68610AA	EGYPTIAN-OBELISK YELLOW(H21cm)	1-1006177136		2000
PA15	WU68610AB	EGYPTIAN-OBELISK BLACK&GOLD (H22cm)	1-1006177136		2000
PA16	WU68643AA	40CM-EGYPTIAN-HORUS W/STAFF	1-1006177159		2000
PA17	WU68667AA	40CM-EGYPTIAN HATHOR	1-1006176837		2000
PA18	WU68878AA	INCENSE/CANDLE HOLDER- EGYPTIAN ANUBIS	VA1-063-373		2001
PA19	WU68918AA	INCENSE/CANDLE HOLDER- EGYPTIAN-BASTE	VA1-063-381		2001
PA20	WU68921AA	EGYPTINA-GODDESS-ISIS- KNEELING AND WINGING HORIZONTALLY	VAu1-059-194		2001
PA21	WU68933CA	TRINKET BOX-EGYPTIAN PYRAMID	1-1011811929		2001
PA22	WU68950AA	EGYPTIAN-ANUBIS-LYING ON GROUND	1-1011811804		2001
PA23	WU68959AA	EGYPTIAN-BASTET-SITTING	1-1011812067		2001
PA24	WU69497A4	EGYPTIAN BASTET	1-1011812090		2001
PA25	WU69497AA	EGYPTIAN BASTET	1-1011812090		2001
























	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PA26	WU69712AA	EGYPTIAN SETH HOLDING STICK	1-1006176860		2002
PA27	WU69906AA	EGYPTIAN-LION HEAD GOD	1-1011811850		2003
PA28	WU70001AA	INCENSE BURNER - GARGOYLE - SITTING	1-1006176883		2002
PA29	WU70097AA	EGYPTIAN - MIRROR CASE IN THE FORM OF ANKH	1-1006176906		2002
PA30	WU70228VA	ASHTRAY-SKULL WITH FLAME PATTERN	1-1006176929		2002
PA31	WU70228VB	ASHTRAY-SKULL WITH FLAME PATTERN(BLUE)	1-1006176929		2002
PA32	WU70333AA	VIKING SHIP-DRAGON HEAD	VAu1-059-173		2003
PA33	WU70474AA	MEDIEVAL WARRIOR -FULL ARMOR- LEFT FOOT FRONT	VAu1-074-111		2003
PA34	WU70475AA	MEDIEVAL TIMES WARRIOR- FULL ARMOR WITH LEFT FOOT IN FRONT	VA1-713-067		2003
PA35	WU70613AA	GODDESS-VENUS	1-1006176952		2003
PA36	WU70646AA	SANDGLASS-FOUR DRAGONS(LACQUER)	VAu1-059-207		2003
PA37	WU70646AB	SANDGLASS-FOUR DRAGONS	VAu1-059-207		2003













	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PA38	WU70782AA	GREEK GOD - APHRODITE	1-1006176975		2003
PA39	WU71542AA	GREEK FIGURINE - KING DAVID (MARBLE)	1-1006176998		2004
PA40	WU71543AA	ARCH ANGEL - ST. MICHAEL	VAu1-059-202		2004
PA41	WU71578AA	HAND MIRROR - EGYPTIAN MAAT FACING LEFT	VAu1-059-174		2004
PA42	WU71649AA	skeleton - operating computer	VAu1-059-169		2004
PA43	WU71663VA	3" CELTIC SKULL	VA 1-008-707		2004
PA44	WU71664VA	3" TATTOO SKULL	1-1006177228		2004
PA45	WU71665VA	3"ALIEN SKULL	VA 1-008-711		2004
PA46	WU71703AA	GREEK SERIES - TWO NUDE WRESTLERS FIGHTING	1-1006177021		2004
PA47	WU71833AA	GREEK FEMALE GOD- FORTUNA COVER BOTH EYES AND HOLD COINS	VA1-859-574		2004
PA48	WU72011A4	ROMAN ON CHARIOT	VA1-735-280		2005
PA49	WU72293A4	CREATION OF ADAM	VAu1-074-137		2005
PA50	WU72293B4	CREATION	VAu1-074-137		2005

	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PA51	WU72919V4	LA JUSTICIA HOLD ING SCALES (MBZ+COLOR)	VA1-713-106		2006
PA52	WU72944A1	CLASSICAL SCULPTURE- LEONARDO DAVINCI-STUDY OF PROPORTIONS	VAu1-059-199		2006
PA53	WU73189AA	JEWEL BOX- THREE GLORAY SITTING	1-1006177044		2006
PA54	WU73309BA	CLASSICAL VAMPIRE	VAu1-059-188		2006
PA55	WU73446A4	NAPOLEON I en PETIT AMIRAL(MBZ+COLOR)	VAu1-074-351		2006
PA56	WU73500AA	VIKING BOAT- VIKING BOAT INCENSE BURNER	1-1006177205		2006
PA57	WU73509A4	GREEK GOD SERIES- AUGUSTUS AND ANGEL(MBZ+COLOR)	1-1006177067		2006
PA58	WU73677V4	FORTUNA (LARGE)	VA1-859-574		2007
PA59	WU74576A4	PAN	1-1006177090		2008
PA60	WU75268A4	LE JUSTICA SITTING	1-1006177182		2010
PC26	WU73988AA	TRINKET BOX-COFFIN WITH RED CROSS	1-1011812159		2007
PC27	WU74309AA	TRINKET BOX - BASTET	VAu1-059-183		2008



	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
YA1	WU67013AA	LOVE NEVER DIES	VA1-939-315		1997
YA2	WU68110YA	3' CHESS -AMERICAN CIVIL WAR-UNION ARMY	VAu1-060-066		2000
YA3	WU68111YA	3' CHESS -AMERICAN CIVIL WAR-CONFEDERATE ARMY	VAu1-059-196		2000
YA4	WU70646AB	SANDGLASS-FOUR DRAGONS	VAu1-059-207		2003
YA5	WU70611YA	3' CHESS -THE ARABIANS	VAu1-059-179		2003
YA6	WU70612YA	3' CHESS -THE CHRISTIAN CRUSADES	VAu1-059-206		2003
YA7	WU71308AA	trinket BOX- DRAGON ON BOX	VAu1-059-205		2004
YA8	WU73309AA	CLASSICAL VAMPIRE COFFIN	VAu1-059-188		2006
YA9	WU72722B4	BUDDHA- AVALOKITESHVARA,STANDIN G ON LOTUS THRONE	VAu1-059-170		2007
YA10	WU74309AB	TRINKET BOX - BASTET	VAu1-059-183		2008










	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
YA11	WU71913VA	CANDLE HOLDER - THREE TUBES - GREEN MAN	VAu1-059-192		2007
YA12	WU67702AA	DRAGON SKULL	VA1-008-720		1998
YA13	WU68297AA	PEN-EGYPTIAN-ANUBIS	1-1005585211		2000
YA14	WU68294AA	PEN-EGYPTIAN-MUMMY	1-1006191315		2000
YA15	WU68293AA	PEN-EGYPTIAN A SQUATTING FIGURE OF AMENOPHIS III	1-1006176712		2000
YA16	WU68347AA	PEN-EGYPTIAN BASTET	1-1006176735		2000
YA17	WU68292AA	PEN- SEATED MALE FIGURE FROM SAQQARA	1-1006176768		2000
YA18	WU67350AA	ET. SKULL	VA 1-008-711		1998
YA19	WU67885AA	EGYPTIAN-FALCON- HORUS(GOLD)	VA1-063-382		1999
YA20	WU68014AB	EGYPTIAN-ISIS	1-1011811778		2000
YA21	WU70064AA	EGYPTIAN- ANUBIS	1-1011811804		2002
YA22	WU68125AA	EGYPTIAN- BASTET	1-1011812113		2000
YA23	WU68020AA	EGYPTIAN-SAKHMET	1-1011811827		2000
YA24	WU68038YA	EGYPTIAN CANOPIC JARS, 4 DESIGNS	1-1011811873		2000













	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
YA25	WU68220BA	TRINKET BOX-EGYPTIAN PYRAMID	1-1011811929		2000
YA26	WU68393A1	EGYPTIAN ANDROSPHIX	1-1011811952		2000
YA27	WU69611A4	EGYPTIAN OSIRIS	1-1006176814		2002
YA28	WU70906BB	FIRE SKULL	1-1011811998		2003
YA29	WU71832A4	LA JUSTICIA HOLD ING SCALES	VA1-713-041		2004
YA30	WU73128A4	CLASSICAL REPLICA - THE MERCIFUL CHRIST	1-1006177113		2006
YA31	WU73654A4	BUDDHA - AVALOKITESHVARA	1-1011812021		2007
YA32	WU75594AA1	KEYCHAIN - FIRE SKULL	1-1011811998		2011
YA33	WU73762A4	EGYPTIAN-SPHINX	1-1011811975		2007
YA34	WU72919A4	LA JUSTICIA HOLD ING SCALES	VA1-713-106		2006
YA35	WU72965A4	GUAN YIN WITH HEART SUTRA(H:41 W:20CM)	VAu1-074-354		2006
YA36	WU71665AA	3"ALIEN SKULL	VA 1-008-711		1998







**EXHIBIT B**












**Exhibit B : SixSixth copies**

	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
PB1	WU66952AA	SKULL MONEY BANK	VA 1-008-699		1997	4375
PB2	WU67013AA	LOVE NEVER DIES	VA1-939-315		1997	4715
PB3	WU67350AA	ET. SKULL	VA 1-008-711		1998	4910
PB4	WU67787AA	9" GARGOYLE SERIES- HEAD ON JAW	1-1011812044		1999	4992
PB5	WU67896AA	EGYPTIAN-BASTET- W/EARING(BLACK BASE)	VA1-063-381		1999	5069
PB6	WU68178AA	SKULL LOVE NEVER DIES - W/ FLOWER (H13CM)	VAu1-059-185		2000	5165
PB7	WU68179AA	SKULL LOVE NEVER DIES- DANCING (H16.8CM)	VAu1-059-176		2000	5166
PB8	WU68610AA	EGYPTIAN-OBELISK YELLOW(H21cm)	1-1006177136		2000	5306
PB9	WU68610AB	EGYPTIAN-OBELISK BLACK&GOLD (H22cm)	1-1006177136		2000	5307
PB10	WU68878AA	INCENSE/CANDLE HOLDER-EGYPTIAN ANUBIS	VA1-063-373		2001	5325
PB11	WU68918AA	INCENSE/CANDLE HOLDER-EGYPTIAN- BASTE	VA1-063-381		2001	5327
PB12	WU68921AA	EGYPTINA-GODDESS-ISIS- KNEELING AND WINGING HORIZONTALLY	VAu1-059-194		2001	5381

	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
PB13	WU68933CA	TRINKET BOX-EGYPTIAN PYRAMID	1-1011811929		2001	5397
PB14	WU68950AA	EGYPTIAN-ANUBIS-LYING ON GROUND	1-1011811804		2001	5393
PB15	WU68959AA	EGYPTIAN-BASTET-SITTING	1-1011812067		2001	5392
PB16	WU70001AA	INCENSE BURNER - GARGOYLE - SITTING	1-1006176883		2002	5692
PB17	WU70097AA	EGYPTIAN - MIRROR CASE IN THE FORM OF ANKH	1-1006176906		2002	5786
PB18	WU70228VA	ASHTRAY-SKULL WITH FLAME PATTERN	1-1006176929		2002	8247
PB19	WU70228VB	ASHTRAY-SKULL WITH FLAME PATTERN(BLUE)	1-1006176929		2002	8248
PB20	WU70333AA	VIKING SHIP-DRAGON HEAD	VAu1-059-173		2003	6053
PB21	WU70474AA	MEDIEVAL WARRIOR - FULL ARMOR- LEFT FOOT FRONT	VAu1-074-111		2003	5974
PB22	WU70475AA	MEDIEVAL TIMES WARRIOR-FULL ARMOR WITH LEFT FOOT IN FRONT	VA1-713-067		2003	5975
PB23	WU70613AA	GODDESS-VENUS	1-1006176952		2003	6440
PB24	WU70646AA	SANDGLASS-FOUR DRAGONS(LACQUER)	VAu1-059-207		2003	5978





	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
PB25	WU70646AB	SANDGLASS-FOUR DRAGONS	VAu1-059-207		2003	6280
PB26	WU70782AA	GREEK GOD - APHRODITE	1-1006176975		2003	6135
PB27	WU71542AA	GREEK FIGURINE - KING DAVID (MARBLE)	1-1006176998		2004	6305
PB28	WU71543AA	ARCH ANGEL - ST. MICHAEL	VAu1-059-202		2004	6306
PB29	WU71578AA	HAND MIRROR - EGYPTIAN MAAT FACING LEFT	VAu1-059-174		2004	6337
PB30	WU71649AA	skeleton - operating computer	VAu1-059-169		2004	6494
PB31	WU71663VA	3" CELTIC SKULL	VA 1-008-707		2004	6405
PB32	WU71664VA	3" TATTOO SKULL	1-1006177228		2004	6406
PB33	WU71665VA	3"ALIEN SKULL	VA 1-008-711		2004	6407
PB34	WU71703AA	GREEK SERIES - TWO NUDE WRESTLERS FIGHTING	1-1006177021		2004	6444
PB35	WU71833AA	GREEK FEMALE GOD-FORTUNA COVER BOTH EYES AND HOLD COINS	VA1-859-574		2004	7327
PB36	WU72011A4	ROMAN ON CHARIOT	VA1-735-280		2005	7110



	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
PB37	WU72293A4	CREATION OF ADAM	VAu1-074-137		2005	7847
PB38	WU72293B4	CREATION	VAu1-074-137		2005	7848
PB39	WU72919V4	LA JUSTICIA HOLDING SCALES	VA1-713-106		2006	7099
PB40	WU72944A1	CLASSICAL SCULPTURE-LEONARDO DAVINCI-STUDY OF PROPORTIONS	VAu1-059-199		2006	7109
PB41	WU73189AA	JEWEL BOX- THREE GLORAY SITTING	1-1006177044		2006	7214
PB42	WU73309BA	CLASSICAL VAMPIRE	VAu1-059-188		2006	7446
PB43	WU73446A4	NAPOLEON I en PETIT AMIRAL(MBZ+COLOR)	VAu1-074-351		2006	7174
PB44	WU73500AA	VIKING BOAT- VIKING BOAT INCENSE BURNER	1-1006177205		2006	7438
PB45	WU73509A4	GREEK GOD SERIES-AUGUSTUS AND ANGEL(MBZ+COLOR)	1-1006177067		2006	7180
PB46	WU73677V4	FORTUNA (LARGE)	VA1-859-574		2007	7311
PB47	WU74576A4	PAN	1-1006177090		2008	8230

	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
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**YTC EXHIBIT B : Six Sixth copies**













YB1	WU67013AA	LOVE NEVER DIES	VA939-315		1997	4715
YB2	WU68110YA	3' CHESS -AMERICAN CIVIL WAR-UNION ARMY	VAu1-060-066		2000	5126
YB3	WU68111YA	3' CHESS -AMERICAN CIVIL WAR-CONFEDERATE ARMY	VAu1-059-196		2000	
YB4	WU70646AB	SANDGLASS-FOUR DRAGONS	VAu1-059-207		2003	6017
YB5	WU70611YA	3' CHESS -THE ARABIANS	VAu1-059-179		2003	6255
YB6	WU70612YA	3' CHESS -THE CHRISTIAN CRUSADES	VAu1-059-206		2003	
YB7	WU71308AA	trinket BOX- DRAGON ON BOX	VAu1-059-205		2004	6408
YB8	WU73309AA	CLASSICAL VAMPIRE COFFIN	VAu1-059-188		2006	7143
YB9	WU72722B4	BUDDHA-AVALOKITESHVARA, STANDING ON LOTUS THRONE	VAu1-059-170		2007	7365














	Wise Unicorn No.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	Wise Unicorn products	year of completion	PACIFIC / YTC No.
YB10	WU74309AB	Trinket Box - Bastet	VAu1-059-183		2008	7561
YB11	WU71913VA	CANDLE HOLDER - THREE TUBES - GREEN MAN	VAu1-059-192		2007	6564





**EXHIBIT C**

**PACIFIC Exhibit C: SUBSTANTIALLY SIMILAR ITEMS**

	<b>PACIFIC NO.</b>	<b>WU NO.</b>	<b>DESCRIPTION</b>	<b>CERTIFICATE OF USA COPYRIGHT</b>	<b>products photo</b>	<b>year of completion</b>
PC1	8555	WU68667AA	40CM-EGYPTIAN HATHOR	1-1006176837		2000
PC2	8552	WU68667AA	40CM-EGYPTIAN HATHOR	1-1006176837		2000
PC3	8371	WU69712AA	EGYPTIAN SETH HOLDING STICK	1-1006176860		2002
PC4	8226	WU75268A4	LE JUSTICA SITTING	1-1006177182		2010
PC5	8842	WU75268A4	LE JUSTICA SITTING	1-1006177182		2010
PC6	8553	WU68565AA	40CM EGYPTIAN ISIS	1-1006176791		2000
PC7	8902	WU68565AA	40CM EGYPTIAN ISIS	1-1006176791		2000
PC8	8550	WU68565AA	40CM EGYPTIAN ISIS	1-1006176791		2000
PC9	8554	WU68569AA	EGYPTIAN OSIRIS (H:39.5CM)	1-1006176814		2000
PC10	8907	WU68569AA	EGYPTIAN OSIRIS (H:39.5CM)	1-1006176814		2000
PC11	8551	WU68569AA	EGYPTIAN OSIRIS (H:39.5CM)	1-1006176814		2000
PC12	8105	WU69906AA	EGYPTIAN-LION HEAD GOD	1-1011811850		2003



PC13	8374	WU69906AA	EGYPTIAN-LION HEAD GOD	1-1011811850		2003
	PACIFIC NO.	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
PC14	8906	WU69906AA	EGYPTIAN-LION HEAD GOD	1-1011811850		2003
PC15	7720	WU68129AA	EGYPTIAN-IBIS-HEADED THOTH	1-1011812136		2000
PC16	8904	WU68129AA	EGYPTIAN-IBIS-HEADED THOTH	1-1011812136		2000
PC17	8254	WU68643AA	40CM-EGYPTIAN-HORUS W/STAFF	1-1006177159		2000
PC18	8905	WU68643AA	40CM-EGYPTIAN-HORUS W/STAFF	1-1006177159		2000
PC19	8072	WU69497A4	EGYPTIAN BASTET	1-1011812090		2001
PC20	7756	WU69497AA	EGYPTIAN BASTET	1-1011812090		2001
PC21	8908	WU68125AA	EGYPTIAN-BASTET	1-1011812113		2000
PC22	9298	WU67897AA	EGYPTIAN-BASTET-W/O EARING	VA1-063-383		1999
PC23	7594	WU67896AA	EGYPTIAN-BASTET-W/EARING	VA1-063-381		1999




PC24	7522	WU67896A4	EGYPTIAN-BASTET-WEARING	VA1-063-381		1999
PC25	8257	WU68959AA	EGYPTIAN-BASTET-SITTING	1-1011812067		2001
PC26	9067	WU73988AA	TRINKET BOX-COFFIN WITH RED CROSS	1-1011812159		2007
PC27	7733	WU74309AA	TRINKET BOX - BASTET	VAu1-059-183		2008

**YTC EXHIBIT C : SUBSTANTIALLY SIMILAR ITEMS**

	YTC NO.	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
YC1	4979	WU67702AA	DRAGON SKULL	VA1-008-720		1999
YC2	5183	WU68297AA	PEN-EGYPTIAN-ANUBIS	1-1005585211		2000
YC3	5186	WU68294AA	PEN-EGYPTIAN-MUMMY	1-1006191315		2000
YC4	5187	WU68293AA	PEN-EGYPTIAN A SQUATTING FIGURE OF AMENOPHIS III	1-1006176712		2000
YC5	5188	WU68347AA	PEN-EGYPTIAN BASTET	1-1006176735		2000
YC6	5190	WU68292AA	PEN- SEATED MALE FIGURE FROM SAQQARA	1-1006176768		2000
YC7	4910	WU67350AA	ET. SKULL	VA 1-008-711		1998
YC8	5077	WU67885AA	EGYPTIAN-FALCON-HORUS(GOLD)	VA1-063-382		1999

YC9	5114	WU68014AB WU70064AA WU68125AA WU68020AA	EGYPTIAN-ISIS, ANUBIS , BASTET,SAKHMET	1-1011811778 1-1011811804 1-1011812113 1-1011811827		2000
YC10	5116	WU68038YA	EGYPTIAN CANOPIC JARS, 4 DESIGNS	1-1011811873		2000
YC11	5207	WU68220BA	TRINKET BOX- EGYPTIAN PYRAMID	1-1011811929		2000
	YTC NO.	WU NO.	DESCRIPTION	CERTIFICATE OF USA COPYRIGHT	products photo	year of completion
YC12	6185	WU68393A1	EGYPTIAN ANDROSPHIX	1-1011811952		2000
YC13	6502	WU69611A4	EGYPTIAN OSIRIS	1-1006176814		2002
YC14	6767	WU70906BB	FIRE SKULL	1-1011811998		2003
YC15	7092	WU71832A4	LA JUSTICIA HOLD ING SCALES	VA1-713-041		2004
YC16	7139	WU73128A4	CLASSICAL REPLICA - THE MERCIFUL CHRIST	1-1006177113		2006
YC17	7182	WU73654A4	BUDDHA - AVALOKITESHVARA	1-1011812021		2007
YC18	7253	WU75594AA 1	KEYCHAIN - FIRE SKULL	1-1011811998		2011
YC19	7289	WU73762A4	EGYPTIAN--SPHINX	1-1011811975		2007
YC20	7561	WU74309AB	TRINKET BOX - BASTET	VAu1-059-183		2008



YC21	7746	WU72919A4	LA JUSTICIA HOLD ING SCALES	VA1-713-106		2006
YC22	7921	WU72965A4	GUAN YIN WITH HEART SUTRA(H:41 W:20CM)	VAu1-074-354		2006
YC23	8296	WU71665AA	3"ALIEN SKULL	VA 1-008-711		1998

**EXHIBIT D**

**Int. Cl.: 21**

**Prior U.S. Cls.: 2, 13, 23, 29, 30, 33, 40, and 50**

**Reg. No. 3,592,183**

**United States Patent and Trademark Office**

**Registered Mar. 17, 2009**

**TRADEMARK  
PRINCIPAL REGISTER**



UNICORN STUDIO INC. (CALIFORNIA COR-  
PORATION)  
13955 LIVE OAK AVE.  
IRVINDALE, CA 91706

FIRST USE 12-10-2002; IN COMMERCE 12-10-2002.

FOR: HOUSEWARE AND GIFT ITEMS MADE OF  
PORCELAIN, NAMELY, DINNERWARE, DISHES,  
MUGS, CUPS, PLATES, CREAMER PITCHERS, SU-  
GAR BOWLS, TRAYS, VASES, ORNAMENTAL FIG-  
URINES, DECORATIONS, ORNAMENTS, AND  
CONTAINERS FOR HOUSEHOLD USE, IN CLASS  
21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

THE MARK CONSISTS OF THE WORDS "UNI-  
CORN STUDIO" AND A DISTINCTIVE LOGO OF A  
UNICORN.

SN 77-249,216, FILED 8-7-2007.

JENNY PARK, EXAMINING ATTORNEY



**EXHIBIT E**

# United States of America

United States Patent and Trademark Office



**Reg. No. 4,385,380**

**Registered Aug. 13, 2013**

**Int. Cls.: 6, 20, and 35**

**TRADEMARK**

**SERVICE MARK**

**PRINCIPAL REGISTER**

UNICORN STUDIO INC. (CALIFORNIA CORPORATION)  
13955 LIVE OAK AVENUE  
IRVINDALE, CA 91706

FOR: HOUSEWARES AND GIFT ITEMS, NAMELY, STATUES, FIGURINES AND SCULPTURES MADE OF NON PRECIOUS METAL, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 10-24-2011; IN COMMERCE 10-28-2011.

FOR: HOUSEWARES AND GIFT ITEMS, NAMELY, STATUES, FIGURINES AND SCULPTURES MADE OF WOOD, WAX, PLASTER OF PARIS, PLASTIC OR POLY-RESIN, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 12-12-2007; IN COMMERCE 12-12-2007.

FOR: IMPORT AND EXPORT AGENCIES, WHOLESALE DISTRIBUTORSHIPS, AND ONLINE WHOLESALE AND RETAIL STORE SERVICES IN THE FIELD OF STATUES, FIGURINES AND SCULPTURES OF DIFFERENT MATERIALS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-12-2007; IN COMMERCE 12-12-2007.

OWNER OF U.S. REG. NO. 3,592,183.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DESIGN", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS "VERONESE DESIGN" AND A FANCIFUL LOGO OF A UNICORN.

SN 85-678,395, FILED 7-16-2012.

GINA FINK, EXAMINING ATTORNEY



*Lisa S. Fink*  
Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\*  
See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.



**EXHIBIT F**

PTO Form 1478 (Rev 9/2006)  
OMB No. 0651-0009 (Exp 12/31/2014)

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85946593**

**Filing Date: 05/30/2013**

**The table below presents the data as entered.**

Input Field	Entered
<b>SERIAL NUMBER</b>	85946593
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<u>VERONESE</u>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	VERONESE
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Unicorn Studio Inc.
<b>*STREET</b>	13955 Live Oak Avenue
<b>*CITY</b>	Irwindale
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. applicants only)</b>	91706
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation



<b>STATE/COUNTRY OF INCORPORATION</b>	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	006
<b>* IDENTIFICATION</b>	Housewares and gift items, namely, statues, figurines and sculptures made of nonprecious metal
<b>FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 08/15/2000
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 08/15/2000
<b>SPECIMEN FILE NAME(S)</b>	\\TICRS\EXPORT16\IMAGEOUT 16\859\465\85946593\xml\APP0003.JPG
<b>SPECIMEN DESCRIPTION</b>	digitally photographed product
<b>INTERNATIONAL CLASS</b>	020
<b>* IDENTIFICATION</b>	Housewares and gift items, namely, statues, figurines and sculptures made of wood, wax, plaster of Paris, plastic or poly-resin
<b>FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 09/11/1997
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 08/15/2000
<b>SPECIMEN FILE NAME(S)</b>	\\TICRS\EXPORT16\IMAGEOUT 16\859\465\85946593\xml\APP0004.JPG
<b>SPECIMEN DESCRIPTION</b>	digitally photographed product
<b>INTERNATIONAL CLASS</b>	035
<b>* IDENTIFICATION</b>	Import and export agencies, wholesale distributorships, and online wholesale and retail store services in the field of statues, figurines and sculptures of different materials
<b>FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE</b>	



<b>ANYWHERE DATE</b>	At least as early as 08/15/2000
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 08/15/2000
<b>SPECIMEN FILE NAME(S)</b>	<u>\\TICRS\EXPORT16\IMAGEOUT 16\859\465\85946593\xml1\APP0005.JPG</u>
<b>SPECIMEN DESCRIPTION</b>	digitally photographed business card
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>MISCELLANEOUS STATEMENT</b>	Applicant claims ownership of allowed pending U.S. Trademark Application Serial No. 85678395.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Danton K. Mak
<b>ATTORNEY DOCKET NUMBER</b>	22052
<b>FIRM NAME</b>	Sheldon Mak & Anderson PC
<b>STREET</b>	100 Corson Street, Third Floor
<b>CITY</b>	Pasadena
<b>STATE</b>	California
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	91103-3842
<b>PHONE</b>	(626) 796-4000
<b>FAX</b>	(626) 795-6321
<b>EMAIL ADDRESS</b>	danton@usip.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>OTHER APPOINTED ATTORNEY</b>	Denton L. Anderson, Katherine M. Bond, William D. Bowen, David A. Farah, Teddie C. Hsu, Laura M. Lloyd, Douglas H. Morseburg, Robert A. Schroeder, Jeffrey G. Sheldon, Norman R. Van Treeck
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Danton K. Mak
<b>FIRM NAME</b>	Sheldon Mak & Anderson PC
<b>STREET</b>	100 Corson Street, Third Floor



<b>CITY</b>	Pasadena
<b>STATE</b>	California
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	91103-3842
<b>PHONE</b>	(626) 796-4000
<b>FAX</b>	(626) 795-6321
<b>EMAIL ADDRESS</b>	danton@usip.com;docketingdept@usip.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	3
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	975
<b>*TOTAL FEE PAID</b>	975
<b>SIGNATURE INFORMATION</b>	
<b>ORIGINAL PDF FILE</b>	<u>hw 646068194-162555136 . 20130529 Declaration.pdf</u>
<b>CONVERTED PDF FILE(S) (1 page)</b>	<u>\\TICRS\EXPORT16\IMAGEOUT16\859\465\85946593\xml1\APP0006.JPG</u>
<b>SIGNATORY'S NAME</b>	Yvonne Kao
<b>SIGNATORY'S POSITION</b>	President

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PTO Form 1478 (Rev 9/2006)  
OMB No. 0651-0009 (Exp 12/31/2014)

## **Trademark/Service Mark Application, Principal Register**

**Serial Number: 85946593**

**Filing Date: 05/30/2013**

### **To the Commissioner for Trademarks:**

**MARK:** VERONESE (Standard Characters, see mark)

The literal element of the mark consists of VERONESE.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Unicorn Studio Inc., a corporation of California, having an address of  
13955 Live Oak Avenue  
Irwindale, California 91706  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 006: Housewares and gift items, namely, statues, figurines and sculptures made of nonprecious metal

In International Class 006, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 08/15/2000, and first used in commerce at least as early as 08/15/2000, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) digitally photographed product.

Specimen File1

International Class 020: Housewares and gift items, namely, statues, figurines and sculptures made of wood, wax, plaster of Paris, plastic or poly-resin

In International Class 020, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 09/11/1997, and first used in commerce at least as early as 08/15/2000, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) digitally photographed product.

Specimen File1

International Class 035: Import and export agencies, wholesale distributorships, and online wholesale and retail store services in the field of statues, figurines and sculptures of different materials

In International Class 035, the mark was first used by the applicant or the applicant's related company or



licensee or predecessor in interest at least as early as 08/15/2000, and first used in commerce at least as early as 08/15/2000, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) digitally photographed business card.

Specimen File1

Applicant claims ownership of allowed pending U.S. Trademark Application Serial No. 85678395.

The applicant's current Attorney Information:

Danton K. Mak and Denton L. Anderson, Katherine M. Bond, William D. Bowen, David A. Farah, Teddie C. Hsu, Laura M. Lloyd, Douglas H. Morseburg, Robert A. Schroeder, Jeffrey G. Sheldon, Norman R. Van Treeck of Sheldon Mak & Anderson PC

100 Corson Street, Third Floor  
Pasadena, California 91103-3842  
United States

The attorney docket/reference number is 22052.

The applicant's current Correspondence Information:

Danton K. Mak  
Sheldon Mak & Anderson PC  
100 Corson Street, Third Floor  
Pasadena, California 91103-3842  
(626) 796-4000(phone)  
(626) 795-6321(fax)  
danton@usip.com;docketingdept@usip.com (authorized)

A fee payment in the amount of \$975 has been submitted with the application, representing payment for 3 class(es).

#### **Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

#### **Declaration Signature**

Signature: Not Provided Date: Not Provided  
Signatory's Name: Yvonne Kao

**Signatory's Position: President**

**RAM Sale Number: 85946593**

**RAM Accounting Date: 05/31/2013**

**Serial Number: 85946593**

**Internet Transmission Date: Thu May 30 16:39:26 EDT 2013**

**TEAS Stamp: USPTO/BAS-64.60.68.194-20130530163926980**

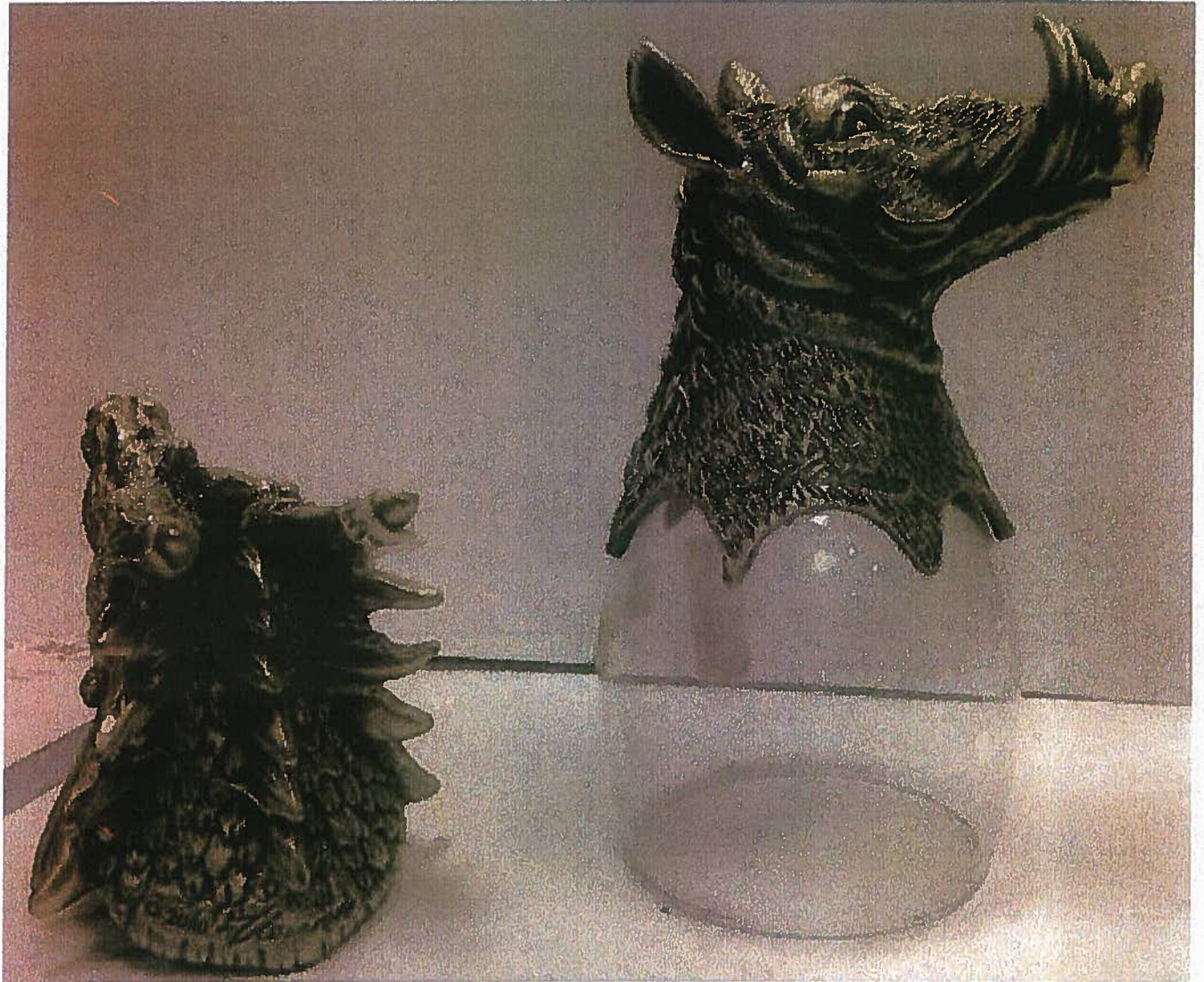
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# VERONESE













# UNICORN STUDIO INC.

3D & VIDEO DESIGN

FOR THE ENTERTAINMENT INDUSTRY

*Signature*

**MICHAEL CHANG**

Vice President

TEL: 1-800-402-8271 • FAX: 1-800-402-8271

E-MAIL: [mchang@unicornstudioinc.com](mailto:mchang@unicornstudioinc.com)

13955 LIVE OAK AVE. IRVINDALE, CA 91706

[WWW.UNICORNSTUDIOINC.COM](http://WWW.UNICORNSTUDIOINC.COM)



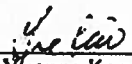
Trademark/Service Mark Application, Principal Register

Page 3 of 7

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

**Signature Section:**

Signature:   
Signatory's Name: Yvonne Kao  
Signatory's Position: President  
Signatory's Phone Number: (626) 796-4000

Date Signed: MAY 29, 2013

**NOTE TO APPLICANT:** When filed as part of the electronic form (i.e., scanned and attached as an image file), the signature page **must** include both the signature information and the boilerplate declaration language. Do **not** include the entire application, but do ensure that the boilerplate declaration language actually appears; *a signature by itself will not be acceptable*. If, due to browser limitations, the boilerplate declaration language appears on a previous page when printed, you must "merge" the declaration and signature block onto a single page prior to signing, so that the *one complete page* can be scanned to create an acceptable image file. It is recommended that you copy-and-paste the entire text form into another document, manipulate the spacing there to move the declaration and signature section to a separate page, and then print this new version of the text form to send to the signatory.